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**In the United States Bankruptcy Court
for the Southern District of Texas
Houston Division**

In Re: John H. Hamilton, Sr.

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Case Number 10-35770

Debtor

Chapter 7

First National Bank

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§
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versus

Adversary Proceeding Number

John H. Hamilton, Sr.

Complaint and Objection and Exception to Discharge

To The Honorable United States Bankruptcy Judge:

First National Bank, files this Complaint and Objection and Exception to Discharge:

Jurisdiction

1. This Court has subject matter jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334(b) and 28 U.S.C. § 157(b)(2)(A), (I), (J), and (O).
2. Additionally, this court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of Title 11. 11 U.S.C. § 105(a).

Parties

3. Plaintiff First National Bank ("First National Bank") is a national bank whose principal location and place of business is Hidalgo County, Texas, and is a creditor (both secured and unsecured) herein.
4. Defendant John H. Hamilton, Sr. ("Debtor") is a natural person who resides in Fort Bend County, Texas. An appropriate process server may serve John H. Hamilton, Sr. with the summons and complaint at his residence, 33203 West Haddon Court, Fulshear, Texas 77076.

Facts - Introduction

5. On or about September 26, 2007, Ella Plaza, L.P. executed a promissory note dated September 26, 2007, in the amount of Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00) (the "Note").
6. Debtor entered into a guaranty agreement with First National Bank on or about September 26, 2007, guarantying the Note and the debt in full.
7. There was a valid offer and acceptance and fair and lawful consideration was exchanged by the parties to the Note.
8. First National Bank is in possession of the Note and is the present owner and holder of the Note, and is entitled to enforce the Note and the guaranty.
9. Debtor presented to First National Bank false financial information upon which First National Bank relied in making the loan to the borrower under the terms of the guaranty by Debtor. Specifically, Debtor overstated the value of the assets shown on the financial statement, understated the amount the debt, and failed to disclose which, if any, of the assets were allegedly in trust.

Count One

Ineligibility for Discharge

10. First National Bank incorporates paragraphs 1 through 9 herein as though set forth at length.
11. Debtor is not entitled to a discharge pursuant to 11 U.S.C. § 523(a)(2) or under 11 U.S.C. § 727.
12. The Court should deny Debtor's discharge with respect to First National Bank's claims.

WHEREFORE, First National Bank, respectfully prays that the Court, upon hearing hereof, determine that:

1. Debtor is not entitled to a discharge with respect to First National Bank's claims against him, pursuant to 11 U.S.C. § 727;
2. First National Bank's exception to discharge under 11 U.S.C. § 523 is sustained;
3. First National Bank is entitled to such other and further relief to which First National Bank may show itself to be justly entitled.

Dated this 16th day of May, 2011.

_____/s
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Attorney in Charge for First National Bank

Certificate of Service

I served this instrument to counsel and parties on this 16th day of May, 2011, in accordance with Rule 9013 by first class mail and to the United States Trustee and counsel of record electronically.

_____/s_____
Eric Yollick